## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	<b>Execution Date</b>	Entity Type
Royal Adhesives and Sealants,		12/13/2010	LIMITED LIABILITY
LLC		12/13/2010	COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	0830027	PARABOND
Registration Number:	1467361	VI-TEX
Registration Number:	1588419	PARABOND
Registration Number:	1680899	ENVIRONMENTAL SAFETY SEAL
Registration Number:	1881074	CERAMASET
Registration Number:	2254108	PARACRYL
Registration Number:	2578247	PARA-CHEM
Registration Number:	2586754	DETACH
Registration Number:	2650468	MICRO FINISH
Registration Number:	3871279	INTELLIGENT FLOORING SYSTEM

## **CORRESPONDENCE DATA**

Fax Number: (312)863-7865

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-201-3865 Email: sharon.patterson@goldbergkohn.com Correspondent Name: Sharon Patterson, Paralegal Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St. Address Line 2: Ste. 3300 Address Line 4: Chicago, ILLINOIS 60603 ATTORNEY DOCKET NUMBER: 4975.005 NAME OF SUBMITTER: Sharon Patterson Signature: /sharon patterson/ Date: 12/15/2010 **Total Attachments: 8** source=Document#page1.tif source=Document#page2.tif source=Document#page3.tif source=Document#page4.tif source=Document#page5.tif source=Document#page6.tif source=Document#page7.tif

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#### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 13, 2010, by ROYAL ADHESIVES AND SEALANTS, LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for Lenders.

#### WITNESSETH:

WHEREAS, pursuant to that certain Fifth Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, Agent, Syndication Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make or continue to make the Loans and to issue or continue to issue the Letters of Credit for the benefit of Grantor;

WHEREAS, in connection with the Loans made and Letters of Credit issued pursuant to the terms and conditions of the Credit Agreement, Grantor has executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Fifth Amended and Restated Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing (until all Obligations have been Paid in Full) first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks (as defined in the Collateral Agreement) and Trademark Licenses (as defined in the Collateral Agreement) to which it is a party including those referred to on Schedule I hereto;
  - (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
  - (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
- 3. <u>COLLATERAL AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and

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affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROYAL ADHESIVES AND SEALANTS, LLC

Ву	Day	Steader	
Name_	- /		
Title			

# ACKNOWLEDGMENT OF GRANTOR

COUNTY OF Elkhart )	SS
foregoing instrument on behalf of I depose and say that he is an author	day of <u>December</u> , <u>2010</u> before me personally appeared to the basis of satisfactory evidence to be the person who executed the Royal Adhesives and Sealants, LLC, who being by me duly sworn distinct of said corporation, that the said instrument was signed or zed by its sole member and that he acknowledged said instrument to be ion.
(seal)	South of Warlevail Notary Public



ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

Name Sunt MENTA

Title VICE PRESIDENT

Signature Page to Trademark Security Agreement

## SCHEDULE I to TRADEMARK SECURITY AGREEMENT

# TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Reg. No.	Reg. Date
BOND-PLUS	USA	1094852	4-Jul-78
DOUBLE/BUBBLE	European Union	200592	1-Jun-99
DOUBLE/BUBBLE	USA	991147	20-Aug-74
DPR	European Union	200535	23-Feb-00
ECLIPSE	USA	2917950	11-Jan-05
EPOCAP	USA	648038	9-Jul-57
EPOCURE	USA	1259697	6-Dec-83
EPOSET	European Union	200568	13-Jan-99
EPOSET	Mexico	129012	1-May-96
EPOSET	USA	651886	24-Sep-57
EPOWELD	USA	745626	26-Feb-63
EVER-PRO	USA	2877568	24-Aug-04
EVER-PRO COATING	USA	2935268	22-Mar-05
GUNTHER	USA	2128639	13-Jan-98
EXTRA/BUILD			
GUNTHER EZ STIC	USA	2875611	17-Aug-04
GUNTHER PREMIER	USA	2314241	1-Feb-00
GUNTHER	France	99797216	26-Nov-99
ULTRA/BOND			
GUNTHER	Germany	39934133	13-Oct-99
ULTRA/BOND		<u> </u>	
GUNTHER	Mexico	652007	28-Apr-00
ULTRA/BOND			
GUNTHER	United Kingdom	2209678	22-Sep-00
ULTRA/BOND			
GUNTHER	USA	2128642	13-Jan-98
ULTRA/BOND			
H HARDMAN &	USA	1244919	12-Jul-83
Design HARDMAN			<u> </u>
	Canada	TMA542399	14-Mar-01
HARDMAN	Mexico	643037	24-Feb-00
HARDMAN	USA	2365877	11-Jul-00
HYDRA FAST-EN	USA	2050825	8-Apr-97
ISOLENE	European Union	200576	23-Feb-00
ISOLENE	USA	863734	21-Jan <u>-69</u>
KALAR	European Union	200626	17-Jun-99
KALAR	USA	937347	11-Jul-72
KALENE	USA	936381	27-Jun-72
MONOPOVY	USA	797928	26-Oct-65
MONOPOXY	USA	912001	8-Jun-71
ROLOX	USA	608934	19-Jul-55

Schedule I

ROYAL ADHESIVES	Mexico	1074510	27.1
& SEALANTS & Color	Mexico	1074510	27-Nov-08
Design			
ROYAL ADHESIVES	Canada	TMA712119	1.C A 0.0
& SEALANTS &	Canada	11VIA/12119	16-Apr-08
Design			
ROYAL ADHESIVES	European Union	2746386	30-Jul-04
& SEALANTS &	European Onton	2/40300	30-Jul-04
Design			
ROYAL ADHESIVES	European Union	4932621	10 4 02
& SEALANTS &	European Onion	4932621	10-Apr-07
Design			
ROYAL ADHESIVES	Mexico	1022242	30-Jan-08
& SEALANTS &	MICAICO	1022242	30-Jan-08
Design		ı	
ROYAL ADHESIVES	USA	2967536	12-Jul-05
& SEALANTS &	OUA	2901330	12-Ju1-03
Design			
SILAPRENE	Canada	TMA186755	17-Nov-72
SILAPRENE	European Union	3984986	5-Dec-05
SILAPRENE	USA	1051839	2-Nov-76
SOLIDBOND	USA	2390606	26-Sep-00
SOLIDBOND	USA	3448019	17-Jun-08
SOLIDSEAL	USA	2388241	
THE BOND-POWER	USA	2356593	19-Sep-00
COMPANY	OUA	2330393	13-Jun-00
TUFF STUFF	USA	1262094	27-Dec-83
TUFF-PRO	USA	2823204	16-Mar-04
CERAMASET	USA	1881074	28-Feb-95
DETACH	USA	2586754	25-Jun-02
ENVIRONMENTAL	USA	1680899	
SAFETY SEAL and	USA	1000099	31-Mar-92
Design			
INTELLIGENT	USA	3871279	2-Nov-10
FLOORING SYSTEM	COA	30/12/7	∠-INOV1U
MICRO FINISH	USA	2650468	12 May 02
PARABOND	USA	1588419	12-Nov-02
PARABOND (Stylized)	USA	830027	27-Mar-90
PARA-CHEM	USA	2578247	13-Jun-67
PARACRYL	USA	2254108	11-Jun-02
VI-TEX	USA	<del> </del>	15-Jun-99
	USA	1467361	1-Dec-87

# TRADEMARK APPLICATIONS

NONE

Schedule I

## TRADEMARK LICENSES

Name of Agreement Settlement and Co-Existence Agreement Coexistence Agreement Parties Mapei Inc. and Royal Adhesives & Sealants, LLC Trocellen Italia S.p.A. and Royal

Adhesives and Sealants, LLC

Date of Agreement December 6, 2004

April 23, 2010

Schedule I

TRADEMARK REEL: 004433 FRAME: 0928

**RECORDED: 12/15/2010**